

Project Name: Harris & Associates

AMENDMENT No # 2 TO AGREEMENT
TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY AND HARRIS &
ASSOCIATES, INC.

This Amendment is entered into this 4th day of August, 2015, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Harris & Associates, Inc., a California Corporation (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement on April 7, 2015, entitled "Consulting Services Agreement between the City of Milpitas Harris & Associates, Inc. ("agreement") for professional services in the amount of Eighty Thousand dollars (\$80,000.00); and

WHEREAS, the parties entered into Amendment No.1 to the Agreement on July 1, 2015, to increase the compensation in the additional amount of Twenty Thousand Dollars (\$20,000), to allow CONSULTANT to continue provide support services for the Land Development Section of the Engineering Department; and

WHEREAS, the parties desire to amend the agreement again, to increase the compensation in the additional amount of \$92,000, to allow CONSULTANT to continue provide support services for the Land Development Section of the Engineering Department, as described in Exhibit A;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. Section 2, entitled " Compensation " The City hereby agrees to pay Consultant an amount not exceed \$192,000 One Hundred Ninety-Two Thousand Dollars based on time and materials for all services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required

hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rate for personnel performing services shall be as shown in Exhibit B. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **April 7, 2015** between **Harris & Associates, Inc** and the **City of Milpitas**. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
3. All other provisions of the Agreement shall remain in full force and effect.


This Amendment is executed as of the date written on Page 1.

APPROVED BY:

CITY OF MILPITAS

Thomas C. Williams, City Manager

CONSULTANT



Scott D. Alman, P.E.

Steven Machida, Director of Engineering

Taxpayer Identification Number

94-2385238

APPROVED AS TO FORM:

Attorney

Corporate Entity Number

C0808286



July 20, 2015

EXHIBIT A

Mr. Steven Machida, PE
City Engineer
City of Milpitas
455 East Calaveras Blvd.
Milpitas, CA 95035-5411

RE: Proposal for Continued Land Development Manager Services

Dear Steve:

Thank you for inviting Harris & Associates to propose on continuing our development review services with the City of Milpitas Land Development Department.

Scope of Work

Harris and Associates will continue to provide the City of Milpitas (City) with Land Development Manager services under the Terms & Conditions as noted in the contract executed between City and Harris & Associates on April 7, 2015 with the following exceptions:

1. Section 2 Compensation – The total revised project budget is \$192,000.00. The initial project budget was awarded at \$80,000.00 and amendment #1 increased the contract by \$20,000.00 to an amended total of \$100,000.00. This amendment #2 increases the budget by \$92,000.00 to a new revised overall total \$192,000.00.
2. A new, updated, "Exhibit 'B'" showing the revised total budget amount of \$192,000.00 shall be made a part of this proposal and agreement.

SCHEDULE

Harris & Associates is prepared to continue providing development review services immediately upon execution of the contract amendment and continue to be available to provide services through the term of the contract.

BUDGET

The revised total budget for these continued development review services is \$192,000.00.

Thank you for this opportunity to team with you on this project. If you have any questions regarding this matter, please contact me at (925) 969-8181 or scott.alman@weareharris.com.

Sincerely,

Harris & Associates

Scott Alman, PE, QSD
Director, Engineering Services
Senior Project Manager



Harris & Associates.

EXHIBIT 'B'

COMPENSATION SCHEDULE

1. This contract is an on-call contract. The maximum compensation to Harris & Associates under this agreement shall not exceed \$192,000.00, unless amended in writing and signed by both Harris & Associates and City.
2. Charges for the work described in Exhibit 'A' shall be based on time required to accomplish the work and shall be in accordance with the schedule of fees and charges as shown in Exhibit 'A'.